

**BURLINGTON NORTHERN**

Frank S. Farrell  
Vice President-Law

RECORDATION NO. 7934-A Filed & Recorded

MAR 28 1977-11 25 AM

RECORDATION NO. 8296-A Filed & Recorded

MAR 28 1977-11 25 AM

Office of the Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

March 25, 1977

RECORDATION NO. 8413-A Filed & Recorded

MAR 28 1977-11 25 AM

Dear Sirs:

Enclosed for filing pursuant to section 20c of the Interstate Commerce Act, are three counterparts each, Nos. 2, 3 and 4 of three supplemental agreements dated February 18, 1977, supplementing equipment trust leases which together with agreement constitute various equipment trusts.

A general description of the equipment covered by the enclosed supplements is as follows: five (5) cabooses, Pacific Car and Foundry Company, Builder, FWD Road Nos. 168-172, both inclusive.

The equipment trust leases and agreements constituting various equipment trusts were recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and assigned recordation numbers as follows:

Burlington Northern Inc. Equipment Trust of 1975, Series 2, recorded with the Interstate Commerce Commission May 28, 1975 and assigned Recordation No. 7934.

Burlington Northern Inc. Equipment Trust of 1976, Series 2, recorded with the Interstate Commerce Commission April 21, 1976 and assigned Recordation No. 8296.

Burlington Northern Inc. Equipment Trust of 1976, Series 3, recorded with the Interstate Commerce Commission July 19, 1976 and assigned Recordation No. 8413.

The names and addresses of the parties to the supplemental agreements supplementing the above equipment trusts are as follows:

Citibank, N.A., Trustee, 111 Wall Street, New York, N. Y. 10015 (Equipment Trust of 1975, Series 2 and Equipment Trust of 1976, Series 2)

Herbert B. Kregel  
General Counsel

Curtis H. Berg  
Sr. Associate General Counsel  
—Commerce

James R. Walker  
John C. Smith  
Reginald Ames  
Louis A. Harris  
Associate General Counsel

Harold K. Bradford, Jr.  
Richard V. Wicks  
Byron D. Olsen  
Richard M. Gleason  
Barry McGrath  
Robert L. Bartholic  
Assistant General Counsel

Donald C. Knickerbocker  
George A. Morrison  
Assistant General Counsel—Taxes

Peter M. Lee  
William R. Power  
James W. Becker  
Nicholas P. Moros  
Thomas W. Spence  
Ralph S. Nelson  
Attorneys

Circle Clark (KTSI)

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U.S. Washington, D. C.

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Office of the Secretary  
March 25, 1977  
Page 2

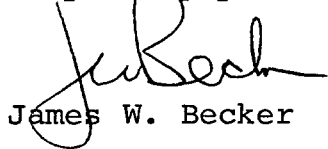
First Trust Company of Saint Paul, Trustee  
322 Minnesota Street, St. Paul, Minnesota 55101  
(Equipment Trust of 1976, Series 3).

Burlington Northern Inc., Lessee, 176 East Fifth  
Street, St. Paul, Minnesota 55101 (all of the  
above trusts).

Also enclosed is a check in the amount of \$30 payable to  
you as Secretary of the Commission covering \$10 cost of  
each recording of the attached supplemental agreements.

Please stamp one counterpart with the recordation data of  
the Commission and return it to the bearer of this letter,  
Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc.,  
523 Pennsylvania Building, 425 -13th Street, N.W., Washington,  
D.C. 20004.

Very truly yours,



James W. Becker

JWB:ed

Enc.

## BURLINGTON NORTHERN

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General Counsel

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Sr. Associate General Counsel  
—Commerce

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John C. Smith  
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Attorneys

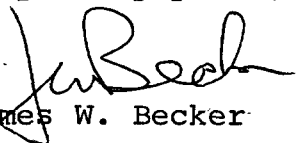
Mrs. Carolyn H. Kunkel  
Kunkel Transportation Services,  
Inc.  
523 Pennsylvania Building  
425 - 13th Street, N.W.  
Washington, D.C. 20004

March 25, 1977

Dear Mrs. Kunkel:

Enclosed for filing pursuant to Section 20c of the Interstate Commerce Act are three counterparts each of three supplemental agreements dated as of February 18, 1977. After recordation has been completed, please return the attached copy of the letter addressed to the Interstate Commerce Commission to me together with one counterpart of each of the enclosed supplements with the recordation data of the Commission noted thereon.

Very truly yours,

  
James W. Becker

JWB:ed

Enc.

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**INTERSTATE COMMERCE COMMISSION**  
BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1975, SERIES 2Supplemental Agreement

AGREEMENT dated as of the 18th day of February 1977, between CITIBANK, N. A., a national banking association incorporated and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part.

WHEREAS, by a certain Equipment Trust Agreement dated as of June 1, 1975, (hereinafter called the "Agreement"), executed by First National City Bank (now named CITIBANK, N. A.), Trustee, and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1975, Series 2;" and

WHEREAS, by the terms of Article IV of said Agreement, the Trustee did lease to the Company the railroad equipment described in Schedule A to said Agreement; and

WHEREAS, certain of the cars included in the Trust Equipment so described have been destroyed by accident and the Company pursuant to Section 4.07 of said Agreement, pending replacement of such destroyed equipment, has deposited, in cash, with the Trustee the fair value as of the date of destruction of the Trust Equipment destroyed; and

WHEREAS, the Trustee, at the request of the Company, using the cash so deposited by the Company to the extent that the same is sufficient for that purpose, has purchased for replacement of said destroyed equipment one (1) Caboose bearing Road No. FWD 172; and

WHEREAS, pursuant to Section 4.07 of said Agreement the parties desire to subject said Caboose to the terms and conditions of said Agreement;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Section 4.07 of said Agreement dated as of the 1st day of June 1975, the Trustee has let and leased, and does hereby let and lease, to the Company one (1) Caboose bearing Road No. FWD 172, under and subject to all the terms and conditions of said Agreement dated as of the 1st day of June 1975, and the Company does hereby agree to accept delivery and possession said Caboose thereunder.

2. Said car numbered FWD 172 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Agreement in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Agreement, and shall be subject to all the terms and conditions of said Agreement.

3. It is understood and agreed that except as otherwise provided in said Agreement dated as of June 1, 1975, the title to and ownership of said car numbered FWD 172 shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto.

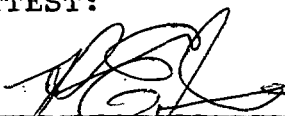
and attested, as of the day and year first above written.

CITIBANK, N.A., as Trustee

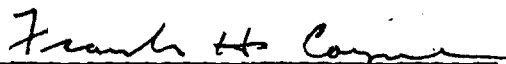
By   
Senior Trust Officer

(SEAL)

ATTEST:

  
Trust Officer

BURLINGTON NORTHERN INC.

By   
Executive Vice President-  
Finance and Administration

(SEAL)

ATTEST:

  
Assistant Secretary

STATE OF NEW YORK

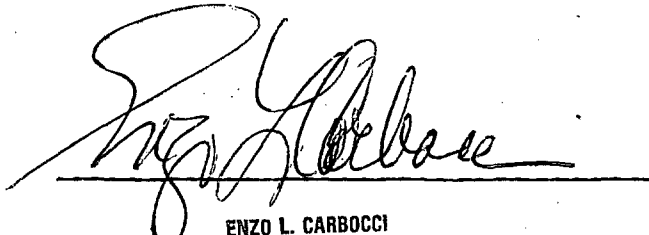
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) SS

COUNTY OF NEW YORK

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On this 22<sup>ND</sup> day of ~~February~~ MARCH, 1977, before me personally appeared G. H. Gregor, to me personally known, who being by me duly sworn, says that he is a <sup>SENIOR</sup> Trust Officer of Citibank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



(SEAL)

ENZO L. CARBOCCI  
Notary Public, State of New York  
No. 43-5605595  
Qualified in Richmond County  
Cert. Filed in New York County  
Term Expires March 30, 1978



